

REMARKS

This is in response to the Office Action dated January 27, 2010. In view of the above amendments and the following remarks, reconsideration of the rejection and further examination are requested.

Rejection under 35 U.S.C §101:

Claim 41 has been rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. This rejection is respectfully traversed for the following reasons.

The Examiner asserts that claim 41 lacks the required functional and structural interrelationship between the software and the computer storage medium that permits the functionality of the software to be realized. However, claim 41 is not directed to a program. Claim 41 recites a computer readable recording medium that stores encrypted content that has been encrypted using two different types of protection methods and information showing the method used. Applicant submits that, in this case, it is not appropriate to amend the claims as suggested by the Examiner. Claim 41 is submitted to be statutory subject matter in compliance with 35 U.S.C. § 101. As a result, Applicant respectfully requests that the Examiner withdraw the rejection.

Rejection under 35 U.S.C §102(b):

Claims 1-5, 7, 8, 10-28, 30-38, 41, and 42 have been rejected under 35 U.S.C. § 102(b) as being anticipated by Sako (US Pub.2004/0030909). This rejection is submitted to be inapplicable to the above claims, as amended, for the following reasons.

Claim 1 recites an acquisition unit operable to acquire protection method information showing one of a first protection method and a second protection method that is used for protecting the encrypted content and a generation unit operable to generate a content key, corresponding to the acquired protection method information, based on the read media information and the acquired contract information, if the encrypted content is judged as being permitted to be used, wherein the encrypted content includes at least first-type encrypted content that is protected by the first protection method and a second-type encrypted content that is protected by the second protection method different from the first protection method.

The above structure as recited in claim 1, allows for precise control of content playback. For example, the structure of claim 1 allows for decrypting and playing back specific encrypted content recorded on the recording medium that is protected by the first protection method (e.g., by acquiring a first key from the recording medium itself) and decrypting and playing back different encrypted content recorded on the recording medium that is protected by the second protection method (e.g., by acquiring a second key from a network). Sako fails to disclose or suggest the above features as recited in claim 1.

Sako discloses that medium bind key data MB_Key has been embedded on the optical disc D so that when a CD drive or the like reproduces content data from the optical disc D, the CD drive or the like cannot read medium bind key data MB_Key from an optical disc D (see paragraph 31). Furthermore, encrypted content data, content key data, data with respect to DRM (Digital Rights Management), medium bind key data MB_Key, and medium key block data MKB have all been recorded on the optical disc D. The data with respect to DRM is management data which designates how content data should be handled, how many times content data has been copied, whether content data can be reproduced or copied, and management data for the generation of copied content data (see paragraph 28).

As noted above, Sako discloses that data with respect to DRM is recorded on the disc. However, the data with respect to DRM is merely use data that describes when the encrypted content data is allowed to be used. The data with respect to DRM is not a separate protection method. In addition, Sako discloses that medium bind key data MB_Key, which the optical disc drive or the like cannot read, is downloaded from a web server (see paragraph 60). However, this does not disclose two types of media keys. This merely discloses that a media key is acquired from a network instead of acquired from the disc.

Thus, Sako does not disclose encrypted content stored on a recording medium and protected by two different types of protection methods. In addition, since Sako only discloses using one type of protection method, Sako does not disclose acquiring the specific protection method used for specific encrypted content and generating a content key for that specific content, because in Sako these operations are unnecessary. Therefore, Sako does not disclose or suggest an acquisition unit operable to acquire protection method information showing one of a first protection method and a second protection method that is used for protecting the encrypted content and a generation unit operable to generate a content key, corresponding to the acquired

protection method information, based on the read media information and the acquired contract information, if the encrypted content is judged as being permitted to be used, wherein the encrypted content includes at least first-type encrypted content that is protected by the first protection method and a second-type encrypted content that is protected by the second protection method different from the first protection method, as recited in claim 1. As a result, claim 1 is not anticipated by Sako.

Independent claims 35 and 37 are not anticipated by Sako for reasons similar to those discussed above with regard to independent claim 1. As a result, claims 35 and 37 are not anticipated by Sako.

In addition, claim 41 discloses a computer readable recording medium storing first encrypted content protected by a first protection method and protection method information showing the first protection method, in correspondence with each other, and second encrypted content protected by a second protection method different from the first protection method and protection method information showing the second protection method, in correspondence with each other.

According to the above features as recited in claim 41, the encrypted contents are protected by two different protection methods, respectively. Consequently, even when one of the protection methods is attacked and the protection is impaired, the other encrypted content is protected by the other protection method.

As discussed above, Sako fails to disclose or suggest encrypted contents protected by two different kinds of protection methods are recorded onto a single recording medium. As a result, claim 41 is not anticipated by Sako.

Claims 2-5, 7-8, 10-17 and 19-28, and 30-34 are dependent on independent claim 1. Claim 42 is dependent on independent claim 41. As a result, claims 1-5, 7-8, 10-17, 19-28, 30-35, 37, and 41-42 are allowable over Sako.

Rejection under 35 U.S.C §103(a):

Claims 6, 9, and 29 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Sako (US Pub.2004/0030909) in view of Peinado (US 6,772,340). This rejection is submitted to be inapplicable to the above claims, as amended, for the following reasons.

Claims 6, 9, and 29 are ultimately dependent on independent claim 1 discussed above in detail.

Peinado is relied upon in the rejection as disclosing that the contract information includes the license key, as the content key. However, it is apparent that Peinado fails to disclose or suggest the features lacking from Sako discussed above with regard to independent claim 1. Accordingly, no obvious combination of Sako and Peinado would result in, or otherwise render obvious under 35 U.S.C. §103(a), the features recited in claims 1, 6, 9, and 29. Therefore, claims 1, 6, 9, and 29 are patentable over the combination of Sako and Peinado.

Because of the above-mentioned distinctions, it is believed clear that claims 1-17, 19-35, 37, and 41-42 are allowable over the references relied upon in the rejections. Furthermore, it is submitted that the distinctions are such that a person having ordinary skill in the art at the time of the invention would not have been motivated to make any combination of the references of record in such a manner as to result in, or otherwise render obvious, the present invention as recited in 1-17, 19-35, 37, and 41-42. Therefore, it is submitted that claims 1-17, 19-35, 37, and 41-42 are clearly allowable over the prior art of record.

In view of the above amendments and remarks, it is submitted that the present application is now in condition for allowance. The examiner is invited to contact the undersigned by telephone if it is felt that there are issues remaining which must be resolved before allowance of the application.

Respectfully submitted,

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